

**APRIL 30, 2003**

~~APRIL 30, 2002~~

~~APRIL 30, 2001~~

**CONTRACT PERIOD THROUGH ~~APRIL 30, 2000~~**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SEEDS, MULCH AND RELATED SUPPLIES (QUALIFYING BID)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on April 15, 1998.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**LH/mm**  
Attach

Copy to: Clerk of the Board  
**Jim Baker, MCDOT**  
**Gary Drake, Flood Control**  
Monica Mendoza, Materials Management

SPECIFICATIONS ON CALL FOR BIDS FOR: **SEEDS, MULCH AND RELATED SUPPLIES (QUALIFYING BID)**

Quantity of material and delivery point: SEEDS, MULCH AND RELATED SUPPLIES (QUALIFYING BID) for the Maricopa County Flood Control District, as covered by Purchase Order only. Delivery to be made to various locations within Maricopa County or picked up as needed.

I. SPECIFICATIONS, MINIMUM:

A. INTENT:

The intent of this call for bids is to establish vendors of record for future purchases of Seeds, Mulch and Related Supplies for a two (2) year period.

II. TECHNICAL SPECIFICATIONS:

VENDOR'S PROPOSAL COLUMN:

Bidders are to complete the Vendor's Proposal Column below. Failure to provide this information may result in their bid being rejected. Vendor should state either "can comply" or "can not comply".

A. SEED:

Seed shall be labeled in accordance with Arizona State Laws and U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act. Bag or container labels will be evidence of purity and germination. No seed will be accepted with a date of test of more than nine(9) months prior to the date of delivery to Maricopa County.

Seed shall be the latest season's crop and shall be delivered in the original sealed package, bearing the producer's guaranteed analysis for percentage of mixture and pure live seed(PLS). Seed that has become wet, moldy or otherwise damaged will not be accepted.

**SEEDS:** Seeds listed for Hydroseed projects for 100 acres for 1998/1999.

<u>ITEM</u>	<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>VENDOR PROPOSAL</u>	
			<u>CAN COMPLY</u>	<u>CAN NOT COMPLY</u>
1.	Triangle-leaf Bursage	Ambrosia deltoidea	_____	_____
2.	Desert Senna	Cassia covessi	_____	_____
3.	Brittlebush	Encelia farinosa	_____	_____
4.	Spike Dropseed	Sporobolus Contractus	_____	_____
5.	Globemallow	Sphaeralcea ambigua	_____	_____
6.	Purple Three-Awn	Artistida purpurea	_____	_____
7.	Desert Marigold	Baileya multiradiata	_____	_____
8.	Indian Wheat	Plantago insularis	_____	_____

9. Needle Gamma Bouteloua aristiodoides \_\_\_\_\_
10. Mexican Gold  
Poppy Eschschotzia mexican \_\_\_\_\_

II. TECHNICAL SPECIFICATIONS: (continued)

A. SEED: (continued)

			<u>VENDOR PROPOSAL</u>	
<u>ITEM</u>	<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>CAN COMPLY</u>	<u>CAN NOT COMPLY</u>
11.	California Buck-Wheat	Eriogonum fasciculatum	_____	
12.	Mediterranean Grass	Schismus barbatus	_____	
13.	White Bursage	Ambrosia dumosa	_____	
14.	Green Brittle-Bush	Encelia frutescens	_____	
15.	Creosote Bush	Larrea tridentata	_____	
16.	Discount pricing for other seeds available from your company		_____	_____

B. WOOD FIBER MULCH:

**Shall consist of virgin wood fibers manufactured expressly from whole wood chips, incorporating (manufacturing process) a thermo - mechanical refining process (heat and pressure) to produce a product providing a more desirable "mat".** The chips shall be processed to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled material such as sawdust, paper, cardboard, residue from paper plants or any other recycled cellulose material.

The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation and blend with grass seed fertilizer, and other additives to form a homogeneous slurry. Upon applications, the mulch material shall form a blotter-like mat covering the ground. This mat shall have the characteristics of moisture absorption and percolation and shall cover and hold grass seed in contact with the soil.

The wood fiber mulch shall be dyed green to aid in visual metering during application. The dye shall be biodegradable and not inhibit plant growth. Mulch should conform to the following:

- A) Percent moisture content: 10.0%  $\pm$  3.0%
- B) Percent organic matter (wood fiber) 99.2%  $\pm$  .8% OD Basis
- C) Percent ash content 0.8%  $\pm$  0.2% OD Basis
- D) PH 4.8  $\pm$  0.5
- E) Water holding capacity (min) 1000 grams  
(Grams of water per 100 grams fiber)

**Acceptable products include Conwed and Silva Fiber, in all cases the term "or equal" applies.**

Wood fiber mulch shall be packaged in units not to exceed 100 lbs. The package shall contain current labels, the manufacturers name and the net weight

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>CAN COMPLY</u>	<u>CAN NOT COMPLY</u>
1.	Wood Fiber mulch (packaged per specs)	_____	

II. TECHNICAL SPECIFICATIONS: (continued)

C. PAPER MULCH:

Shall consist of 100% recycled fibers derived from the recycling of paper products. The paper mulch shall be dyed green to aid in visual metering during application. The dye shall be biodegradable and not inhibit plant growth. Mulch shall conform to the following:

A) Percent moisture content:	12.% $\pm$ 3.0%
B) Percent organic matter (paper)	98.0% $\pm$ 3.0%
C) Percent ash content	1.5% $\pm$ 0.5%
D) PH	5.5% $\pm$ 1.0%
E) Water holding capacity (min)	1200 grams
(Grams of water per 100 grams fiber)	

Paper mulch fiber shall be packaged in units not to exceed 100 lbs. The package shall contain current labels, the manufactures name and net weight.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>CAN COMPLY</u>	<u>CAN NOT COMPLY</u>
1.	Paper mulch (packaged per specs)	_____	

III. SUPPORTIVE SPECIFICATIONS:

A. DELIVERY:

The County is aware of the seasonal nature of the seeds portion of this call for bids. The awarded vendor shall advise the County concerning seasonal seeds availability date(s). Any products ordered shall be delivered F.O.B. destination, with the date, time and location to be determined by the County. All products shall be palletized (4' x 4') and shrink wrapped at no additional cost to the County. All products are to be delivered within seven(7) working days of notification by the County (seasonal seeds availability consideration noted above). At times, when in the best interests of the County pick up of orders may be made.

B. AWARD CRITERIA:

This is a multiple award contract. Awards will be made to responsive and responsible bidders meeting specifications (ie that comply with specifications). Individual quotations will be solicited from successful vendors during the contract period and award will be made to the lowest bidder(s) meeting specifications. Award(s) does not guarantee a minimum amount of business from County.

C. CONTRACT PERIOD:

This call for bids is for awarding a two (2) year contract from the date of award with an option to renew under the same terms and conditions at the conclusion of this term for three (3) one (1) year periods, with a further provision that either party may cancel the remaining portion of the contract with 30 days written notice. This provision in no way affects transactions while they are in progress and covered by purchase orders at the time of the cancellation of the purchasing provisions of this bid.

D. BID COMPLIANCE:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of any bid.

III. SUPPORTIVE SPECIFICATIONS: (continued)

E. MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 233-8600. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

F. CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

G. PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms.

Invoices reflecting such Cash Discounts will be processed with the highest priority.

H. QUALITY:

The successful bidder(s) must guarantee his product to meet or exceed specifications listed in this call for bids. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

I. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the vendor.

J. SAFETY STANDARDS:

All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, and all other pertinent standards.

K. MATERIAL SAFETY DATA SHEETS:

Arizona Revised Statutes [The Hazard Communication Standard (ARS 23-410, Title 41, Chapter 6; CFR 1910: 1200], requires employers to make Material Safety Data Sheets (MSDS) available to their employees. Manufacturers and/or distributors are required by this law to provide MSDS to employers.



All vendors supplying potentially hazardous materials to Maricopa County will provide MSDS as required by this law. If a Material Safety Data Sheet (MSDS) does not accompany a shipment, the shipment will be held on the receiving dock for a period of five working days. If the required Material Safety Data Sheet(s) have not been received and entered into the master MSDS file by the end of the specified grace period, the shipment will be returned to the shipper, collect.

III. SUPPORTIVE SPECIFICATIONS: (continued)

L. RECEIVING/INVOICING REQUIREMENTS:

1. All receipts must be accompanied by a packing list or other suitable document.
2. All invoicing shall include the following:
  - a. Name and address of County Agency.
  - b. Contract serial number.
  - c. Name of person requesting order/phone number.
  - d. Description of item shipped/price each quantity.
  - e. Taxable amount if applicable.
  - f. Total of order.

M. VENDOR REGISTRATION:

Vendors are requested to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244 or (602) 506-3967.

N. PURCHASE ORDER:

A purchase order will be issued to the vendor on behalf of the County Agency which will be ordering items covered by the contract. The purchase order will cite a specific dollar value to cover a specific period of time.

O. CONFLICT STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty of further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf to the County is at any time while the contract or any extension of the contract is in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup an fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

GW/ts

cc: Various

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(BIDDERS ARE REQUESTED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS)

IV. PRICING:

This is a multiple award contract. Awards will be made to responsive and responsible bidders meeting specifications (i.e. that comply with specifications). Individual quotations will be solicited from successful vendors during the contract period and award will be made to the lowest bidder(s) meeting specifications. Award(s) does not guarantee a minimum amount of business from County.

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Discount for County Pickup? \$ 20.00  
Delivery F.O.B. Destination:  X  yes   no (F.O.B. destination is a requirement of this contract)

Minimum Order (if any):  1 POUND   
Delivery (days ARO):  10 DAYS

TERMS: NET 30

FEDERAL TAX ID NUMBER: 55-9581756

TELEPHONE NUMBER: (602) 388-2448

FAX NUMBER: (602) 388-2448

CONTACT PERSON: JUDITH CLEMENT, OWNER

VENDOR NUMBER: 559581756 A

CONTRACT PERIOD: To cover period ending **April 30, 2003.**~~2000 2001 2002.~~

IV. PRICING:

This is a multiple award contract. Awards will be made to responsive and responsible bidders meeting specifications (i.e. that comply with specifications). Individual quotations will be solicited from successful vendors during the contract period and award will be made to the lowest bidder(s) meeting specifications. Award(s) does not guarantee a minimum amount of business from County.

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Discount for County Pickup? NO  
Delivery F.O.B. Destination: X yes            no (F.O.B. destination is a requirement of this contract)

Minimum Order (if any): NONE  
Delivery (days ARO): 14 DAYS

TERMS: NET 30

FEDERAL TAX ID NUMBER: 87-0459778

TELEPHONE NUMBER: (801) 768-4422

FAX NUMBER: (801) 768-3967

CONTACT PERSON: DON BERMANT, PRESIDENT

VENDOR NUMBER: 870459778

CONTRACT PERIOD: To cover period ending **April 30,2003.** ~~2000-2001-2002.~~

~~1540 W HAPPY VALLEY ROAD, PHOENIX, AZ, 85027~~  
~~HOMAN BROS. SEED INC., 21248 N. CAVE CREEK, PHOENIX, AZ 85016~~

IV. PRICING:

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~~Discount for County Pickup? NONE~~  
~~Delivery F.O.B. Destination: X yes            no (F.O.B. destination is a requirement of this contract)~~

~~Minimum Order (if any): NONE~~  
~~Delivery (days ARO): 7 WORKING DAYS~~

~~TERMS: 2%, 10 DAYS , NET 30~~

~~FEDERAL TAX ID NUMBER: 86-0689127~~

~~TELEPHONE NUMBER: (602) 787-8036~~

~~FAX NUMBER: (602) 787-1628~~

~~CONTACT PERSON: NATHAN YOUNG, MANAGER~~

~~VENDOR NUMBER: 860689127~~

~~CONTRACT PERIOD: To cover period ending April 30, 2000 2001 2002.~~

WILD SEED INC., 6201 S. 30TH ST., PHOENIX, AZ 85040

IV. PRICING:

This is a multiple award contract. Awards will be made to responsive and responsible bidders meeting specifications (i.e. that comply with specifications). Individual quotations will be solicited from successful vendors during the contract period and award will be made to the lowest bidder(s) meeting specifications. Award(s) does not guarantee a minimum amount of business from County.

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Discount for County Pickup? NO  
Delivery F.O.B. Destination: X yes            no (F.O.B. destination is a requirement of this contract)

Minimum Order (if any):           ---  
Delivery (days ARO):           ---

If more than one location is available (store location) list all addresses, phone numbers below:

6201 S. 30TH ST., PHOENIX, AZ 85040 (602) 276-3536

TERMS: NET 30

FEDERAL TAX ID NUMBER: 86-0611137

TELEPHONE NUMBER: (602) 276-3536

FAX NUMBER: (602) 276-3524

CONTACT PERSON: RITA JO ANTHONY, PRESIDENT

VENDOR NUMBER: 860611137

CONTRACT PERIOD: To cover period ending **April 30, 2003.** ~~2000-2001-2002.~~

IV. PRICING:

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~~Discount for County Pickup? NO~~

~~Delivery F.O.B. Destination: X yes no (F.O.B. destination is a requirement of this contract)~~

~~Minimum Order (if any): NO~~

~~Delivery (days ARO): 30~~

~~TERMS: NET 30~~

~~FEDERAL TAX ID NUMBER: 16-0409087~~

~~TELEPHONE NUMBER: (520) 882-0969~~

~~FAX NUMBER: (520) 882-0969~~

~~CONTACT PERSON: GARY MASKARINEC, OWNER~~

~~VENDOR NUMBER: 160409087~~

~~CONTRACT PERIOD: To cover period ending April 30, 2000~~